

appurtenances in thorough repair and condition; to effect such repairs as holder of the Note secured hereby may reasonably require and from time to time to make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of the said premises; and to permit holder of the Note secured hereby or its agents, at all reasonable times, to enter upon and inspect the mortgaged property.

The holder of the Note shall have the right, at any time and from time to time to engage an independent agent to survey the adequacy of the maintenance of the said premises. If found inadequate, such agent shall determine the estimated cost of such repairs and replacement necessary to protect and preserve the rentability and utility of the said premises and the Grantor does hereby acknowledge that the security of this Deed of Trust is thereby impaired to the extent of the estimated cost of such repairs and replacements. In such event, at the option of the holder of the Note and after written demand therefor, a sum equal to the amount of such estimated cost shall thereupon become due and payable by Grantor to be applied upon the indebtedness secured hereby unless within such period Grantor, at its own cost and expense, shall have completed or shall have commenced and thereafter, with diligence, completes such repairs and replacements. In such event, Grantor shall also reimburse the holder of the Note the cost of such survey, the same being secured hereby. If the survey determines such maintenance to be adequate, then the cost thereof shall be at the expense of the holder of the Note.

6. That Grantor shall not hereafter voluntarily create or otherwise permit to be created or filed against the property conveyed hereby, any other deed of trust or mortgage lien or other lien or liens inferior or superior to this Deed of Trust and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected on or which hereafter may be erected on said premises, notwithstanding by whom such labor or materials may have been contracted.

7. Grantor shall not conceal, remove or permit to be concealed or removed any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or make or suffer a transfer of any of its property with the intent, while insolvent, to hinder, delay or defraud its creditors, or with the intent to prefer one or more creditors over other creditors; or suffer or permit, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint; or make a general assignment, whether in the form of a deed of trust or otherwise, for the benefit of its creditors; or while insolvent or unable to pay its debts as they mature, procure, permit or suffer, voluntarily or